

## **SECTION 01560**

### **TEMPORARY CONTROLS**

#### **1.1 DESCRIPTION**

This section specifies the general requirements for furnishing, installing, and operating temporary controls during construction.

#### **1.2 DEBRIS AND CLEAN UP**

##### **A. Debris shall:**

1. Not be permitted to accumulate; the Work shall at all times be kept satisfactorily clean. Remove debris and rubbish as required by the Owner.
2. Not be disposed of on-site. Under no circumstances shall open fires or incinerators be used for disposal of rubbish or debris.

##### **B. Disposal of debris:**

1. Do not throw rubbish, debris, and waste material from windows, platforms, or other parts of the facility. Wet down rubbish, dirt, and other dust-producing materials from time to time.
2. Immediately after unpacking, remove and dispose of all packing materials, case lumber, excelsior, wrapping, or other rubbish from the site.

##### **C. Cleanup:**

1. Be responsible for all breakage of glass from the time the glazier has completed his work until the Contract is accepted by the Owner. Replace all broken glass and deliver the entire facility with all glazing in perfect condition, intact and clean. Broken glass shall be replaced in kind; the replacement of special glass shall conform to the original specification and the integrity of special sash shall be retained as specified.
2. Prior to final inspection, the entire exterior and interior of the facility within the Contract limit lines shall be cleared of all rubbish and thoroughly cleaned by the Contractor, including, but not restricted to, the following:
  - a. all construction facilities, debris, and rubbish shall be removed from the site.
  - b. all finished surfaces within the facility shall be swept, dusted, washed, and polished. This includes cleaning of the work of all finished trades where needed, whether or not cleaning for such trades is included in their respective specifications:
  - c. pipe and duct spaces, chases, and crawl spaces shall be thoroughly clean:
  - d. all equipment shall be in an undamaged, bright, clean, polished condition:
  - e. all glass shall be washed and polished, both sides.

- D. The Contractor shall have full responsibility for cleaning up during and immediately upon completion of his work, shall remove all rubbish, waste, tools, equipment, and appurtenances caused by and used in the execution of his work, leaving the site clean, free of debris and in proper condition.

- E. Equipment or material shall not be left within any of the aforementioned areas after acceptance of the Contract without the written permission of the Owner. Do not abandon any material at or near the site regardless of whether or not it has any value.

### 1.3 LAWS TO BE OBSERVED

#### A. Air Pollution Control

1. Comply with the provisions of Section 142B of Chapter 111 of the General Laws pertaining to air pollution within the Metropolitan Air Pollution Control District. The burning of trees, brush, and other combustible materials will not be permitted. Provide satisfactory methods of disposal without additional compensation.
2. On all Federal Aid Projects, submit evidence, to the Owner, that the governing criteria issued by agencies of the U.S. government pertaining to prevention and control of air pollution can be met.

#### B. Prevention of Water Pollution

1. Attention is directed to Section 42 of the Massachusetts Clean Waters Act (Chapter 21 of the General Laws as amended).
2. On all Federal Aid Projects, submit evidence to the Owner that the governing criteria issued by agencies of the U.S. government pertaining to prevention and control of water pollution can be met.
3. Further, during the performance of all work under the Contract, take sufficient precautions in the conduct of operations necessary to avoid contaminating water in adjacent streams or pond areas. All earthwork, grading, moving of equipment, water control in foundation areas, and other operations likely to create silting, shall be planned and conducted so as to avoid or minimize pollution in adjacent streams or pond areas. Water used for any purpose which has become contaminated with oil, bitumen, salt, or other pollutants shall be discharged so as to avoid affecting nearby waters. Under no circumstances shall pollutants be discharged directly into any adjacent stream or pond areas.
4. When water is used from natural sources for any operations, intake methods shall be such as to avoid contaminating the source of supply and maintaining adequate downstream flow when the source is a stream.
5. Attention is directed to Chapter 220. Acts of 1955, relative to inland waters.

#### C. Plant Pest Control

1. Attention is directed to the provisions of the Federal Plant Quarantine Act of 1912. as amended (7 U.S.C. 151-165 and 167). the Terminal Inspection act of March 4, 1915. as amended (7 U.S.C. 166). Organic Act of 1944, as amended (7 U.S.C. 150aa-150jj), Cooperation with States in Administration and Enforcement of Certain Federal Laws, approved September 28, 1962 (7 U.S.C. 450).
2. All soil moving equipment operating in regulated areas in Massachusetts shall be subject to plant quarantine regulations. In general, these regulations require the thorough cleaning of soil from equipment before such equipment is moved from regulated areas within Massachusetts to uninfested areas either within or outside

the Commonwealth. The cost of such cleaning shall be included in the Contract prices and shall not be in addition thereto.

3. Complete information may be obtained from the Massachusetts Department of Agriculture, Plant Pest Control Division. 100 Cambridge Street. Boston. For interstate movement of soil moving equipment. contact:  
U.S. Department  
of Agriculture  
Plant Pest  
Control Division  
424 Trapelo Road  
Waltham, Massachusetts 02154

D. Protection of Fish Life

1. In carrying out work within the limits of pools or streams or adjacent to the same. comply with the regulations of the State Department of Game and Fisheries, and give that Department such advance notice of intentions to proceed with the work at such locations as will enable that Department. if it so desires. an opportunity to transfer fish from pools or streams which will be affected by the work.
2. Any isolated potholes remaining from operations shall be provided with open water channels in such a manner that there will be a direct outlet at the lowest water level of the stream.

E. Energy policy and Conservation Act

1. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et. seq.).

F. Environmental Violations

1. Comply with the Massachusetts Department of Environmental Protection Regulations for Releases of Oil and Hazardous Materials and all other requirements of the Environmental Protection Agency regulations of the Clean Air Act and Clean Water Act and any other provisions of law, or amendments thereto including the laws or regulations of local municipalities.
2. All diesel construction equipment used in this contract shall have emission control device installed, such as oxidation catalysts or particulate filters on the exhaust system side of the diesel combustion engine equipment.

#### **1.4 DEPOSITS IN NAVIGABLE WATERS**

Attention is directed to the Federal River and Harbor Act approved March 3, 1899, and amendments thereof or supplements thereto, which prohibits (except under certain conditions with prior approval of the secretary of the Army) the placing or suffering to be placed of any obstructive material or refuse in any navigable water, on the bank of any tributary of any navigable water where the same will be liable to be washed into such navigable water by ordinary or high tides by storms or flood, or otherwise whereby navigation will or may be impeded or obstructed. and which also provides penalties for violation.

## **1.5 WORK IN OR OVER NAVIGABLE WATERS**

- A. Conduct all work in or over navigable waters such that free navigation of the waterways will not be unreasonably interfered with and that the existing navigable depths will not be impaired. Comply with all governmental regulations pertaining to the work and secure all permits necessary for the performance of this work, except that the Owner will obtain the permit, from whatever agency issues such permits, for the construction of the permanent structure over navigable waters, and such permit will be available for the Contractor's inspection at the office of the Owner.
- B. Promptly clear the channel of all pilings or other temporary or movable obstructions placed therein or caused by the operations of the Contractor when in the opinion of the District Engineer of the Department of the Army, there is no further need for such obstructions or their presence creates a hazard to marine traffic. In any case, such clearing shall be completed prior to acceptance of the Contract.
- C. Any work of a temporary nature required by the Department of the Army, the United States Coast Guard or any other agency having jurisdiction, including but not limited to, lights, signals, buoys, and the likes. to protect navigation during construction operations, shall be provided by the Contractor at his own expense.

## **1.6 PUBLIC SAFETY AND CONVENIENCE**

- A. At all times until final acceptance of the Work by the Owner, the Contractor shall protect the Work and shall take all precautions for preventing injuries to persons or damage to property on or about the site.
- B. The Contractor shall comply with all applicable laws, ordinances, rules, and regulations regarding the safety of persons or property or with regard to protecting them from damage, injury, or loss and shall not load or permit any part of the Work to be placed so as to endanger the safety of the Work.
- C. If the Contractor constructs temporary bridges or provides temporary crossings of streams. his responsibility for accidents shall include the roadway and sidewalk approaches as well as the structure of such crossings (also see Articles 1.04 and 1.05).
- D. The decision for routing traffic through or around the Work and provisions for the control of same will be made by the Owner. Whenever it is deemed advisable, special detours will be provided for truck or bus traffic. Where deemed advisable by the Owner, traffic patterns and schedules will be studied in the design stage and included in the Contract Specifications. Highways and streets shall be closed to travel only as directed by the Owner.
- E. Schedule the temporary or permanent closing of highways and city and town ways to travel only after consultation with the Police Chief and Fire Chief of the municipalities concerned. The temporary closing of highways and city and town ways shall be kept to a minimum.
- F. When detours around the Work are provided on existing city or town ways, maintain such city or town ways as required in Section 01570, Article 1.02 and be compensated as specified in that Article.
- G. Where new construction coincides with the present MBTA Transit System. carry on the work in a manner acceptable to the Owner so that a reasonably safe uninterrupted transit flow is maintained through the Contract during the entire

construction period. Provide and maintain in a reasonably safe condition the temporary approaches and the crossings of intersecting work.

- H. Maintain temporary roadways in a manner which will provide reasonably safe and convenient travel. When temporary roadways outside the contract limits are abandoned, remove the surfaces and grade to a smooth, neat, natural appearance, free from water pockets as directed by the Owner.
- I. Abandon temporary or existing roads beyond the limits of the MBTA Transit System trackway slopes, but within the Contract limits, shall be excavated, graded, loaned, and seeded as directed to present a neat, natural appearance and provide for proper drainage. Compensation for this work will be included under the respective items of work involved.
- J. As directed, conduct the work such that abutters shall have reasonable access to their property. When public or private property is isolated by the closure of a highway or city or town way, the Contractor shall be responsible for providing such reasonably safe means of access to a public way as the Owner deems essential and he shall be compensated for all work directed by the Owner at the Contract unit prices for the type of work and materials involved. When it is necessary to leave materials and equipment upon the highway or city or town way, place them so as to cause the least possible obstruction to drainage, pedestrian, and other travel.
- K. When the work in any way affects the operation, management, maintenance, business or traffic on any railroad, carry on such work in a manner satisfactory to the said railroad: but all orders, directions, or instructions to the Contractor relative to Work under the Contract will be issued only by the Owner. All possible vigilance in order to effectively guard against all accidents or damages on the railroad due to the work, and at all times during the progress of the Work manage and execute the same so as to cause the least possible interference with the operation, management, business or traffic of the railroad (also see General Conditions sections relating to relations with railroads).

## **1.7 NOISE CONTROL**

Use every effort and every means possible to minimize noises caused by construction operations, which the Owner may consider as objectionable. Provide working machinery and equipment designed to operate with the least possible noise, and when gearing is used, such gearing shall be of a type designed to reduce noise to a minimum. Equip compressors with silencers on intake lines. Equip gas or oil operated equipment with silencers or mufflers on intake and exhaust lines. Wherever practicable, electricity shall be used for power to reduce noise. Dumping bins, hoppers, and trucks used for disposal of excavated materials shall be lined with wood or other sound-deadening material if required. Where required by agencies having jurisdiction, certain noise-producing work may have to be performed during specified periods only.

## **1.8 DUST CONTROL**

- A. Dust control shall be the responsibility of the Contractor, and furnishing and applying calcium chloride or other dust control material shall be at the Contractor's expense unless specified otherwise in the Contract Specifications.
- B. Notify the Owner, in writing, what measures will be implemented to provide adequate dust control measures. If the actual dust control measures used on the work are inadequate, when directed by the Owner, immediately provide

additional dust control to rectify the situation at no additional expense to the Owner.

## **1.9 SITE SECURITY AND ACCESS**

- A. The Contractor shall prepare and submit to the Owner for approval, a site specific security plan for the all phases of the Work. This plan shall be detailed to address all site security issues of the Work including all subcontractor efforts. The plan shall be maintained and updated as required throughout the Contract duration. The Contractor, Subcontractor, Vendors and Suppliers are required to comply with the approved site security plan at all times. The Contractor is required to provide identification badges for all employees including subcontractors. The badges must include personal photograph, name and employer and must be visible when worn at all times.

**END OF  
SECTION**